

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

THE PROCTER & GAMBLE COMPANY,

Plaintiff,

vs.

ULTREO, INC.,

Defendant.

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No. 07 Civ. 8379 (RJS)

ECF Case

**PROPOSED FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

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CERTIFICATE OF SERVICE

The foregoing PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW was served on all counsel of record on December 13, 2007 by electronic mail through the Court's CM/ECF system.

/s/ Laura W. Sawyer